

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION**

<b>In re:</b>  <b>Tiffany A Matthews,</b>  <b>Debtor,</b>  <b>Nationstar Mortgage LLC d/b/a Mr. Cooper,</b>  <b>Movant,</b>  <b>v.</b> <b>Tiffany A Matthews,</b>  <b>Debtor/Respondent,</b> <b>William C. Miller, Esquire,</b>  <b>Trustee/Respondent,</b>	<b>Bankruptcy No. 20-11085-amc</b>  <b>Chapter 13</b>  <b>Hearing Date: September 29, 2020</b> <b>Hearing Time: 2:00 p.m.</b> <b>Location: 900 Market Street,</b> <b>Philadelphia, PA 19107</b>
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**MOTION OF NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER FOR RELIEF  
FROM THE AUTOMATIC STAY TO PERMIT NATIONSTAR MORTGAGE LLC  
D/B/A MR. COOPER TO FORECLOSE ON 1534 RAINER ROAD, BROOKHAVEN, PA  
19015**

Secured Creditor, Nationstar Mortgage LLC d/b/a Mr. Cooper, by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor(s), Tiffany A Matthews, filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on February 21, 2020.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.
3. On November 3, 2006, Tiffany A Matthews executed and delivered a Promissory Note

(“Note”) and Mortgage (“Mortgage”) securing payment of the Note in the amount of \$92,900.00 to GMAC mortgage LLC f/k/a GMAC Mortgage Corporation. A true and correct copy of the Note is attached hereto as Exhibit “A.”

4. The Mortgage was recorded on November 15, 2006 in Book 03957 at Page 1087 of the Public Records of Delaware County, Pennsylvania. A true and correct copy of the Mortgage is attached hereto as Exhibit “B.”
5. The Mortgage was secured as a lien against the Property located at 1534 Rainer Road, Brookhaven, PA 19015, (“the Property”).
6. A loan modification was entered into on April 22, 2014, creating a new principal balance of \$42,600.17. A true and correct copy of the Agreement is attached hereto as Exhibit “C.”
7. The loan was lastly assigned to Nationstar Mortgage LLC d/b/a Mr. Cooper and same was recorded with the Delaware County Recorder of Deeds on August 16, 2012, as Book 03957 at Page 1087. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit “D.”
8. Based upon the Debtor(s)’ Chapter 13 Amended Plan (Docket No.28), the property is treated outside the plan and Debtor will maintain the post-petition obligation directly to Secured Creditor. A true and correct copy of the Debtor's Amended Chapter 13 Plan is attached hereto as Exhibit “E”.
9. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to see a lift of the automatic stay and foreclose if necessary.

10. Debtor has failed to make the monthly payments of principal, interest, and escrow in the amount of \$924.48 which came due on July 1, 2020 and August 1, 2020, respectively.
11. Thus, Debtor(s)' post-petition arrearage totaled the sum of \$1,836.68 through August 1, 2020. Attached hereto is Exhibit "F".

Unpaid Balance	\$80,088.42
Interest	\$4,276.56
Per Diem	\$10.15
Escrow Advance	\$4,844.70
Corporate Advance	\$4,469.76
Deferred Principal	\$24,449.02
Total Suspense	\$603.00
<b>Total Payoof Amount</b>	<b>\$117,525.46</b>
2 missed payments @ \$924.48 from July 1, 2020 to August 1, 2020	\$1,848.96
Suspense Balnace	\$12.08
<b>Total Post Petition Default</b>	<b>\$1,836.88</b>

12. According to the Debtor(s)' schedules, the value of the property is \$77,915.00. A true and accurate copy of the Debtor(s)' Schedule A/B is attached hereto as Exhibit "G."
13. Under Section 362(d)(1) of the Code, the Court shall grant relief from the automatic stay for "cause" which includes a lack of adequate protection of an interest in property. Sufficient "cause" for relief from the stay under Section 362(d)(1) is established where a debtor has failed to make installment payments or payments due under a court-approved plan, on a secured debt, or where the Debtor(s) have no assets or equity in the Mortgaged

Property.

14. As set forth herein, Debtor has defaulted on his secured obligation as he has failed to make his monthly post-petition installment payments.

15. As a result, cause exists pursuant to 11 U.S.C. § 362(d) of the Code for this Honorable Court to grant relief from the automatic stay to allow Secured Creditor, its successor and/or assignees to pursue its state court remedies, including the filing of a foreclosure action.

16. Additionally, once the stay is terminated, the Debtor(s) will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

**WHEREFORE**, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) to permit Nationstar Mortgage LLC d/b/a Mr. Cooper to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), and for any such further relief as this Honorable Court deems just and appropriate.

Date: September 8, 2020

**Robertson, Anschutz, Schneid & Crane  
LLC**

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